

## QUESTIONS AND ANSWERS

FOR

SIR # DTFAAC-07-R-10172

### NAS DEFENSE PROGRAM TECHNICAL SUPPORT

26 Jan 2007, 12:00 p.m. CST

Question 1: Is there an incumbent? What is the contractors name, contract number, expiration date and value?

Answer: Yes there is an incumbent.

Incumbent Contractor: Crown Consulting, Inc.  
Contract Number: DTFA02-02-A-94947/0002  
Contract Expiration Date: 31 Mar 2007  
Current Funded Value: \$2.29M

Question 2: Page 2, see para CLIN 0001. There are 2 labor categories for Clin 0001 specified, but only one Clin for services specified.

Answer: Yes. This is a fixed price contract. The two labor categories are provided (Senior Subject Matter Expert and the Junior Management Analyst), to enable offerors to provide a fixed price monthly rate for their services. Clin 0001 is all the labor at a fixed monthly price for the two specific labor categories of Senior Subject Matter Expert and Junior Management Analyst that will work these support services IAW the SOW.

Question 3. Page 7, see paragraph G.1(c). What are the needs to have in place in order to support the ACFAS electronic system?

Answer: Offeror's company must have access to the internet in order to get to the ACFAS web site. The contractor awarded the contract will then have an account set up in ACFAS by the government. The contractor must have the capability to access the system on line and then scan all the receipts and support documentation electronically in a pdf file so that the entire invoice may be downloaded electronically.

Question 4. Page 8, see paragraph G.2(a), (b). The requirement for ODC's is not indicated in the SOW.

Answer: Please see the revised SOW dated 26 Jan 07, Page 1, para 2.0. It is further clarified in the 26 Jan 07 Revised SIR, at Part 1, Section B, as follows by the excerpt from CLIN 0002:

#### **SUPPLIES, EQUIPMENT, MATERIALS – Cost Reimbursable:**

The contractor shall be reimbursed for the actual costs incurred for items purchased in support of CLIN 0001 as directed and authorized by the CO.

Question 5. Page 9, see paragraph G.8.3.10.1-22. Missing the continuation of this paragraph and section.

Answer: Para G.8 is entitled Work at Risk is Prohibited. Contract clause 3.10.1-22 is by reference only for the Contracting Officer's Technical Representative. The entire clause is not included because it is incorporated by reference.

Question 6. Page 9, see paragraph G.8, 3.1-1. This section seems out of place and appears to be duplicated on page 24.

Answer: Contract clause 3.1-1 will be found in each section of the contract as it is the clause entitled "Clauses and Provisions Incorporated By Reference". Underneath this clause is a list of all the clauses applicable to that section of the contract that are incorporated by reference.

Question 7. See page 10, para H.2(d). Is a 5% Travel Handling rate acceptable under this contract?

Answer: The FAA's practice is to accept nominal handling charges that are proportionate to the contractors G&A. In the past, nominal handling charges of 3-5% have been accepted.

Question 8. See page 13, para H.9(c). If the Government will not directly supervise the contractor employee, and the applicable contractor supervisor is expected to give all individual contractor assignments and daily work direction, then a labor category for a "Supervisor" should be warranted. Or is the intent that the SSME will be the "Supervisor"? Also, this section seems to conflict with Atch 1, Page 3, Section 3.6.

Answer: This is a non-personal service contract as defined by Para H.9(c). The Government will not supervise the contract employees. As indicated by Atch 1, SOW, Page 3, para 3.6, the SSME provides program management. A "Supervisor" labor category will not be added to the contract. The SOW at Atch 1 provides the scope of work for the requirement. The SSME will work with the COTR to ensure that all aspects of the requirement are met. The SOW has been revised to reflect that the SSME is also the contractor supervisor. Please see the revised SOW dated 26 Jan 07, paras 3.6, 5.0, and 6.0.

Question 9: See page 14, Clause 3.8.2-17, Key Personnel and Facilities. Numbering for this paragraph looks inconsistent with others in this section. Only important if needing to respond.

Answer: The numbering is not inconsistent. Contract clause 3.8.2-17 has paragraphs (a) – (d).

Question 10: See page 15, clause 3.1.7-6, (2) (3). The Company President is a former FAA employee who resigned from the FAA. Additionally, the President will not be assigned to this contract. The President has been separated from Federal service for 4.5 years. How will item (3) of 3.1.7-6 need to be answered as far as "initial expression of interested..."?

Answer: The contract clause states that "...retained by the contractor who were employed by FAA during the two year period immediately prior to the date of the award, or their retention by the contractor...". Since the question is regarding the company President who has been separated from Federal service for 4.5 years, in other words, they have been separated beyond the 2 year period, subparagraph (3) is not applicable and does not need to be addressed.

Question 11. Page 18, para 3.3.1-34. What are the payment terms of this contract? 30-days, 60-days?

Answer: The Prompt Payment Act requires payment made to the contractor 30-days after receipt of a proper invoice.

Question 12. Page 19. 3.9 jumps to 3.13.

Answer: Page 19 has applicable contract clause 3.9.1-2 and then 3.13.11. These are clause numbers applicable to this section of the contract and most likely will not be in chronological order.

Question 13: Page 21, clause 3.14-2(g). This section begins with "As applicable". Does this requirement apply to this contract?

Answer: Yes

Question 14: Page 36, subfactor 5. Is there a difference between an "Employment Contract" as indicated in this SIR and an "Offer Letter" provided to an employee?

Answer: This CO considers them to be the same. There is no difference.

Question 15: Page 43, M.4, Technical Proposal Section. This paragraph seems conflicting. Please provide clarification.

Answer: I am unable to answer this question and provide clarification because I don't know specifically what about this rather large paragraph is considered conflicting to the questioner.

Question 16: Page 1 of the SOW, Atch 1. The Statement of Work is entitled "NAS Defense Program (NDP) Technical Support". However, the SOW does not indicate any technical requirements.

Answer: The SOW addresses technical requirements throughout. For example, see page 2 of SOW, Objectives paragraph, that annotates technical support services.

Question 17: Page 1, Atch 1 (para 2.0) Conflicts with Page 5, (10.0) concerning the provision of equipment.

Answer: Page 5, Para 10.0 annotates the equipment that the Government is furnishing to the contractor, desk space, computer, etc so that the contractor does not have to supply them, in other words, this is Government Furnished Equipment. The contractor is expected to provide supplies, material and equipment to do the job such as pens, paper, etc. For any additional materials, supplies, and equipment to be purchased, and as directed by the CO, the contractor shall be reimbursed at actual cost. Please see the revised SOW dated 26 Jan 07, Page 1, para 2.0.

Question 18. Page 3, Atch 1, para 3.6. If the SSME shall oversee all resources dedicated to the effort and ensure that the contractor's performance meets or exceeds the expectations of NDP, then why is a Contractor Supervisor required as stated in H.9(b)? These two sections seem to conflict.

Answer: The Senior Subject Matter Expert and the contractor supervisor are one and the same. However, for clarification purposes, this will be amended in the SOW. Please see the revised SOW dated 26 Jan 07, paras 3.6, 5.0, and 6.0.

Question 19: Page 5, Atch 1, SOW, para 6.0. This is in conflict with H.,9(b).

Answer: The Senior Subject Matter Expert and the contractor supervisor are one and the same. However, for clarification purposes, this will be amended in the SOW. Please see the revised SOW dated 26 Jan 07, paras 3.6, 5.0, and 6.0.

Question 20: Page 5, Atch 1, SOW, Para 7.0. This seems to be in conflict with ATCH 1, page 3, para 3.6, and page 13, H.9(b).

Answer: The Senior Subject Matter Expert and the contractor supervisor are one and the same. However, for clarification purposes, this will be amended in the SOW. Please see the revised SOW dated 26 Jan 07, paras 3.6, 5.0, and 6.0.

Question 21. Page 5. Atch 1, SOW, para 9.0. Travel Authorization form is not attached as indicated. Contractor currently has its own Travel Authorization form that can be provided for approval.

Answer: An amendment to the SIR will be done and the Travel Authorization Form will be attached. If a Contractor currently has its own Travel Authorization form it may certainly submitted for approval as per para 9.0.

Question 22. Page 5, Atch 1, SOW, para 11.0. Section identifies three Locations for support. There are two labor Categories. Please provide clarity on the type of support required at each location at the time of proposal. As presently stated, the scope could be interpreted as a person of each Labor Category type at each location listed. This could suggest (6) resources. Please clarify support requirement.

Answer: This para will be amended. The intent of this paragraph is that currently there is a need for two contractor employees to provide support services at the Washington DC location, # 1 and that in the future, support may be required for locations #2 and #3. Please see the revised SOW dated 26 Jan 07, para 11.0.

Question 23: Section H.10: 'The contractor shall maintain a current Employee/Retention plan which describes efforts to obtain and retain experienced employees, such as interviews, and offers of employment. In addition, the contractor shall identify how they intend to retain qualified employees and control employee turnover, including replacements. The contractor shall maintain and adhere to the retention plan through the life of the contract.'

Are we required to submit an Employee/Retention plan as part of our response to the government?

If an Employee/Retention plan is required in our submittal, does this apply to page count restrictions or is this to be included as an appendix?

Answer: You are required to maintain and adhere to your Employee Retention plan though the life of the contract. You are not required to submit your plan, but at any time I may request your plan and you must be able to provide it to me. Since you do not have to submit a plan the page count restrictions are not applicable.

Question 24: Section L, Factor 1 Technical Performance Subfactor 3: Proposal must provide documentation on contractor personnel's NAS Defense Program work-related experience, educational background, and security credentials. The contractor shall provide a resume of the personnel (Senior Subject Matter Expert) for the Job qualification of:

Is the required resume in our response subject to page count restrictions or is this to be included as an appendix.

Answer: The resume is not subject to page count restrictions and may be an appendix because it is considered documentation necessary to demonstrate compliance with the SOW.

Question 25: Statement of Work Section 3.2 Labor categories and skill sets: The contractor shall provide and maintain support personnel with appropriate and relevant skills, including contractor provided ongoing requisite training to complete all required tasks.

In order to properly structure our proposal, does the government intend to provide labor categories for reference? None are contained in the SIR.

Answer: The two Labor Categories are annotated in paragraph 5.0, page 4 of the SOW.

Question 26: Can the past work experience of a subcontractor be combined with the prime contractors to show the offerers total experience?

Answer: Yes

Question 27: There are two statements regarding the SSME's needing a Top Secret (TS) clearance. First, in subfactor 3 of Factor 1: Technical Performance, bullet three (3) states "Possess a Top Secret security clearance or ability to obtain one". Second, on page three of the SOW, section 5.0, Key Personnel Designation, Qualification Requirements, the SSME qualification states "Possess a current or active Top Secret (TS) security clearance". Which statement should be followed?

Answer: Please follow SOW, section 5.0 that states "Possess a current or active Top Secret (TS) security clearance". Please see revised SIR dated 26 Jan 07, page 37 and 45 where subfactor 3 was changed to match the SOW.